

**4S Ranch Voter Prize Giveaway  
Sweepstakes (“Sweepstakes”)**

**OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY**

**OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES & D.C., AGE 18 OR OLDER.**

**LIMIT ONE SWEEPSTAKES ENTRY PER PERSON PER SWEEPSTAKES PART, FOR A TOTAL OF THREE ENTRIES PER PERSON. LIMIT OF ONE (1) PRIZE PER PERSON FOR THE DURATION OF THE SWEEPSTAKES.**

**VOID WHERE PROHIBITED. U.S. LAW GOVERNS THIS SWEEPSTAKES.**

The purpose of this Sweepstakes is to promote the sales of homes at the 4S Ranch community.

1. **HOW TO ENTER:** The sweepstakes periods (“Sweepstakes Periods”): Part One of the Sweepstakes Period commences at 12:00 a.m. PDT on September 24, 2009, and ends at 11:59 p.m. PDT on September 30, 2009 (“Part One”). Part Two of the Sweepstakes Period commences at 12:00 a.m. PDT on October 25, 2009 and ends at 11:59 p.m. PDT on October 31, 2009 (“Part Two”). The Grand Prize Part of the Sweepstakes Period commences at 12:00 a.m. PST on November 1, 2009, and ends at 11:59 p.m. on November 27, 2009 (“Grand Prize Part”). To enter, you may do either of the following: hand-print your full name, address, email address and telephone number upon a 3 x 5 card and mail to Sponsor (as defined below) at 10815 Rancho Bernardo Road, Suite 310 San Diego, California 92127; or go to [www.facebook.com/4SRanch](http://www.facebook.com/4SRanch) (“Contest Web Site”) and vote for your favorite photo. Entries must be received by 11:59 p.m. PDT on September 30, October 31 and 11:59 p.m. PST on November 27, 2009, for Part One, Part Two, and the Grand Prize Part, respectively. All requested information must be provided on the 3 x 5 card or through [www.facebook.com/4SRanch](http://www.facebook.com/4SRanch). Limit one Sweepstakes entry per person per Sweepstakes part, for a total of three (3) entries. Multiple entries submitted by a Participant, or any effort by a Participant to misrepresent himself or herself through the use of aliases or otherwise will disqualify all entries of that Participant. No purchase necessary.
  
2. **ELIGIBILITY:** This Sweepstakes is open only to legal residents of the fifty United States and District of Columbia, 18 years of age or older as of the date of entry. Employees, contractors, or agents of 4S Kelwood General Partnership (“Sponsor”), Newland Communities, LLC (“Newland”), Integrated Marketing Communications LLC (“Advertising Agency”) or of any builders of homes in the 4S Ranch, or any of their parent companies, affiliates and subsidiaries, or agents and domestic partners and members of the immediate families of such employees, contractors or agents, are not eligible to participate. Void where prohibited by law.

3. RANDOM DRAWING: Three (3) potential winners (one potential winner for each Part of the Sweepstakes) will be selected in three (3) random drawings conducted by Sponsor, whose decisions are final with respect to all matters relating to this Sweepstakes, on or about October 1, 2009 for Part One, November 1, 2009 for Part Two, and November 27, 2009 for the Grand Prize Part from among all eligible entries received for that respective Part of the Sweepstakes. Participants need not be present at drawing to win. Odds of winning depend on the number of eligible entries received during each respective Part of the Sweepstakes. The potential prize winners will be notified through the Facebook messaging system on or about October 1, 2009 (Part One), November 1, 2009 (Part Two) and November 27, 2009 (Grand Prize Part). Each Participant is responsible for monitoring his/her Facebook account for prize notification or other communications related to this Sweepstakes. If a potential prize winner does not contact Sponsor within forty-eight (48) hours, using the Facebook messaging system, or if prize notification is returned as undeliverable, that potential prize winner shall automatically forfeit the prize and an alternative potential prize winner may be selected. Potential winners may also be notified by mail, telephone and/or e-mail, at Sponsor's discretion. If a potential winner cannot be reached within forty-eight (48) hours of initial notification attempt, he or she will be disqualified and the prize awarded to an alternate winner. Winners are subject to verification. Each potential winner will be required to complete and return to Sponsor an IRS form W-9 and an Affidavit of Eligibility/Release of Liability/Publicity Release within five (5) days of attempted delivery of same. If a potential winner fails to respond to any notification attempt within forty-eight (48) hours, or if any attempted notification or prize delivery is returned as undeliverable, or if a potential winner fails to complete and return any required affidavit or release or the IRS form W-9 within the specified time period, such potential winner will be disqualified and an alternate winner selected.

The name of the potential Part One winner will be posted on Facebook and on the Sponsor Web Site on or about October 1, 2009. The name of the potential Part Two winner will be posted on Facebook and the Sponsor Web Site on or about November 1, 2009. The name of the Grand Prize Winner will be posted on Facebook and the Sponsor Web Site on or about November 27, 2009.

4. PRIZE: A total of three (3) prizes will be awarded: one (1) prize to one (1) winner in each of the three (3) Parts of the Sweepstakes. The prizes consist of three (3) 8GB iPod® touch. The approximate retail value (“ARV”) of each prize is \$229.00. Total ARV of all prizes is \$687.00. All federal, state, local taxes on prize value, if applicable, are the sole responsibility of winners. An IRS form 1099 will be issued if required by law. Limit of one (1) prize per person for the duration of the Sweepstakes. No substitution, cash redemption or transfer of right to receive prize permitted, except in the discretion of Sponsor, which reserves the right to substitute a prize of equal or greater value. Prizes consist only of items expressly specified in these Official Rules. All expenses or costs associated with

the acceptance or use of any prize that are not expressly specified in these Official Rules as part of the prize are the responsibility of the winner.

5. **GENERAL RULES:** All applicable federal, state and local laws and regulations apply. By participating in the Sweepstakes and/or accepting a prize, Participant agrees to release and hold Sponsor, Newland, Advertising Agency, all builders in the 4S Ranch community and each of their affiliates, subsidiaries, parent companies and agents, and each of their directors, officers, employees, successors, and assigns (“Released Parties”), harmless from and against any and all claims and liability arising out of participation in the Sweepstakes or use of prize. Participant assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this Sweepstakes or use or redemption of any prize. **By participating in this Sweepstakes, Participants agree to be bound by the Official Rules and the decisions of Sponsor which are final and binding in all respects.** Sponsor shall not be held liable or responsible for failure or delay in fulfilling or performing any obligations in these Official Rules to the extent and for so long as such failure or delay is caused by or results from causes beyond Sponsor's reasonable control.

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL THE RELEASED PARTIES BE LIABLE HEREUNDER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SWEEPSTAKES OR PRIZES OFFERED THROUGH THE SWEEPSTAKES, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BY PARTICIPATING IN THE SWEEPSTAKES, A PARTICIPANT WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM BEYOND ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION, OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED.

TO THE FULLEST EXTENT ALLOWABLE BY LAW, ALL THIRD PARTY SERVICES AND/OR MERCHANDISE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER FROM SPONSOR, AND SPONSOR SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES AND/OR MERCHANDISE OFFERED THROUGH THE PROGRAM INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

Participant further acknowledges and agrees that Sponsor shall not be responsible for any liability, losses, damages, claims, or lawsuits arising, in any way, out of the prize or the transmission or use thereof.

By participating the Sweepstakes, Participant agrees that the Released Parties are not responsible for incomplete, lost, late, damaged, illegible, delayed, corrupted or misdirected e-mail, entries, or other transmissions or messaging, or for any technical problems, malfunctions of any telephone lines, computer systems, servers, providers, hardware or software, lost or unavailable network connections, failed, incomplete, garbled or delayed computer or other electronic transmission or any combination thereof, any typographical or any other human or technical or electronic errors of any kind. Sponsor assumes no responsibility for undeliverable e-mails or other electronic messaging resulting from any form of active or passive filtering by a user's Internet or other service provider and/or e-mail client or other client, or for insufficient space in user's e-mail, Facebook or similar accounts to receive e-mail or text messages. Sponsor is not responsible for any liability for damage to any computer system resulting from participation in or accessing or downloading information in connection with this Sweepstakes. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process.

Acceptance of a prize constitutes permission for the Sponsor, Newland and each of their parent companies, affiliates, subsidiaries, agents and licensees to use winner's name and/or likeness for purposes of advertising and trade without further compensation or notice, unless prohibited by law. All entries become the sole property of Sponsor and will not be returned.

Participant acknowledges and agrees that "System" (the State of California Public Employees' Retirement System and any party related to Sponsor who may be a member of an affiliate of Newland, and either of their officers, officials, directors, trustees, partners, managers, members, employees and agents) is not a party to this Sweepstakes. Accordingly, System shall have no liability hereunder and no personal or direct liability shall at any time be asserted or enforceable against System on account of or arising out of any obligations arising out of or related to this Sweepstakes. Further, Participant waives any claims against System, irrespective of the nature of such claims, and agrees to look solely to the assets of Sponsor for the enforcement of any claims arising hereunder or related hereto.

6. MODIFICATIONS AND TERMINATION OF THE SWEEPSTAKES: Sponsor reserves the right to cancel, suspend, or modify the Sweepstakes or any of its Official Rules set forth herein (including, but not limited to, the Sweepstakes Period, Prizes and their terms, and any other option made available to Participants) at any time, with or without notice, even though these changes may affect a Participant's ability to qualify for or receive Prizes. A Participant's continued participation in the Sweepstakes constitutes the Participant's acceptance of any changes to these

Official Rules, changes to which will be available at Sponsor's Website at [www.4SRanch.com/bestshots](http://www.4SRanch.com/bestshots)

7. **FRAUDULENT ACTIVITY:** Sponsor reserves the right to discontinue the Sweepstakes participation of any Participant who engages in any fraudulent activity, attempts to deliberately damage any web site or undermine the legitimate operation of this Sweepstakes, or conducts activities in a manner inconsistent with these Official Rules or with any federal, state or local laws, rules, or regulations. Discontinued participation will result in the loss of all Prizes and their associated benefits, including without limitation the return of any Prizes previously awarded. IN ADDITION, SPONSOR SHALL HAVE THE RIGHT TO TAKE APPROPRIATE ADMINISTRATIVE AND/OR LEGAL ACTION, INCLUDING CRIMINAL PROSECUTION, AS IT DEEMS NECESSARY IN ITS SOLE DISCRETION AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.
8. **DISPUTES:** By entering, each Participant irrevocably agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the Sweepstakes shall be resolved individually, without resort to any form of class action, in the federal or state courts located in the County of San Diego, State of California which shall have exclusive jurisdiction over any such disputes, claims or causes of action. Each Participant hereby waives any claim that he or she is not subject personally to the jurisdiction of said courts or that any such suit or other proceeding is brought in an inconvenient forum or improper venue. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Participant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether the State of California, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.
9. **OFFICIAL RULES AND RESULTS:** To request copy of the Official Rules or the name of the winners, send a self-addressed, stamped envelope to Sponsor at 10815 Rancho Bernardo Road, Suite 310, San Diego, CA 92127. Requests must be received within thirty (30) days after the end of the Sweepstakes Period.
10. **PERSONAL INFORMATION:** To learn how personal information collected in connection with the Sweepstakes may be used, individuals should read Sponsor's Privacy Policy which is available at [www.4SRanch.com](http://www.4SRanch.com). The terms of Sponsor's Privacy Policy may change at any time and are incorporated herein by reference.
11. **SPONSOR:** 4S Kelwood General Partnership, 10815 Rancho Bernardo Road, Suite 310, San Diego, CA 92127.

12. Disclaimers:

Homes in the 4S Ranch community are constructed and sold by builders not affiliated with Sponsor or Newland. Newland and Sponsor do not guarantee or warrant the obligations of, or construction by, such builders, or the availability, or pricing of homes.

Nothing herein shall authorize any person to offer to sell real estate in the 4S Ranch community to, or to solicit offers to buy from, residents of Connecticut, Hawaii, Idaho, Illinois, New York, New Jersey and Oregon, or in any jurisdiction where prohibited by law.